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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92056557
Party	Defendant Aunchalee Assawakulpaibool dba Americas Got Fashion
Correspondence Address	JOEL WEISS WEISS & ARONS LLP 1540 ROUTE 202, SUITE 8 POMONA, NY 10970 UNITED STATES aunchalee.ny@gmail.com, jweiss@weissarons.com
Submission	Voluntary Surrender Of Registration
Filer's Name	Aunchalee Assawakulpaibool
Filer's e-mail	aunchalee.ny@gmail.com, jweiss@weissarons.com, somsakas@gmail.com
Signature	/Aunchalee Assawakulpaibool/
Date	04/28/2013
Attachments	2013.04.23_Settlement Agreement re AMERICA'S GOT FASHION_Fully Executed.pdf (3 pages)(142824 bytes)

April 17, 2013

A.A.

SETTLEMENT AGREEMENT

This Agreement is made as of April 17, 2013, by and between FREMANTLEMEDIA NORTH AMERICA, INC. ("FREMANTLEMEDIA"), a Delaware corporation, having a business address at 4000 W. Alameda Avenue, 3rd Floor, Burbank, California 91505 and Aunchalee Assawakulpailbool d/b/a America's Got Fashion ("AGF"), an individual, having a business address at 8 East Stemmer Lane, Suffern, NY 10901 (each party is individually referred to as "Party," and together are referred to as the "Parties").

The parties for good and valuable consideration agree as follows:

1. FREMANTLEMEDIA is the exclusive owner of numerous federal registrations of the mark AMERICA'S GOT TALENT® for, *inter alia*, "entertainment services in the nature of a continuing television talent show" and "T-shirts," as registered in the United States Patent and Trademark Office ("USPTO") under Reg. Nos. 3350449, 3497330 and 4059779, which also are protected under the common law (collectively, the "AMERICA'S GOT TALENT® Marks"). The AMERICA'S GOT TALENT® Marks have come to symbolize the good will of FREMANTLEMEDIA, and AGF does not challenge any of the foregoing, or the validity or enforceability of the AMERICA'S GOT TALENT® Marks.

2. AGF obtained USPTO Reg. No. 4110101 for the mark AMERICA'S GOT FASHION (the "Challenged Mark") for use in connection with jewelry and clothing in International Classes 014 and 025 (the "Products").

3. The Parties desire to resolve the controversy that has arisen between them (the "Dispute") and settle this matter and are entering into this Agreement for that purpose.

4. AGF shall (a) withdraw with prejudice its USPTO registration for the Challenged Mark, namely, Reg. No. 4110101 within ten (10) days of the date first written above; (b) permanently cease all use of the Challenged Mark within ninety (90) days of the date first written above; (c) upon FREMANTLEMEDIA'S initiation, unlock and transfer to FREMANTLEMEDIA ownership of all domain names incorporating the Challenged Mark, including www.americasgotfashion.com, as well as any other trademark or service mark applications or registrations or domain names it or any affiliated entity has that contain the phrase "AMERICA'S GOT" or "AMERICAS GOT" within ninety (90) days of the date first written above, with FREMANTLEMEDIA to allow a reasonable amount of time not to exceed ninety (90) days during which www.americasgotfashion.com may be used as a feeder domain to the new URL for AGF's website; (d) use the name AMERICA LOVES FASHION, to which FREMANTLEMEDIA does not object, both as a replacement for the business name "America's Got Fashion" and of the Challenged Mark in connection with its business; and (e) never use, adopt or apply for registration of any name, trademark, service mark, business name or domain name consisting of or containing the phrase "AMERICA'S GOT" or "AMERICAS GOT" for any product, service or business. AGF agrees that any violation of this Agreement will cause FREMANTLEMEDIA irreparable harm entitling it to injunctive relief for trademark infringement.

5. Subject to AGF's full compliance with this Agreement, FREMANTLEMEDIA hereby releases and discharges AGF and its current agents, representatives, employees, officers, directors, affiliates, subsidiaries, divisions, successors and assigns, of and from any and all manner of actions, causes of action, suits, obligations, liabilities, claims and demands that FREMANTLEMEDIA now has arising out of or in any way respecting the subject matter of this Agreement up to the date of this Agreement. FREMANTLEMEDIA retains the right to assert all claims available to it in law and equity to enforce this Agreement.

6. AGF hereby releases and discharges FREMANTLEMEDIA and its current agents, representatives, employees, officers, directors, affiliates, subsidiaries, divisions, successors and assigns, of and from any and all manner of actions, causes of action, suits, obligations, liabilities, claims and demands that AGF now has arising out of or in any way respecting the subject matter of this Agreement up to the date of this Agreement.

7. The parties agree that they each shall pay for their own costs and attorneys' fees associated with the Dispute and their resolution through this Agreement.

8. Each Party confirms that it has the full right and authority to execute this Agreement and that the person signing this Agreement has the right and authority to execute this Agreement on behalf of the signatory's company. Each party also acknowledges that it is entering into this Agreement freely and voluntarily, that it thoroughly understands and consents to all provisions of this Agreement, and that prior to executing this Agreement it had adequate opportunity to seek legal advice from counsel with respect to the advisability of entering into this Agreement.

9. This Agreement binds the Parties, and their respective legal heirs, subsidiaries, successors and assigns. AGF agrees that it will not assign this Agreement or any rights in the Challenged Mark, USPTO Reg. No. 4110101 or in any trade name, trademark, service mark or domain name that consists in whole or part of any of name, domain name or mark containing the phrase "AMERICA'S GOT" for any business, products or services and agrees that any such assignment, license or transfer shall be null and void. AGF warrants that it has not made any such assignment or transfer to any third party.

10. This Agreement as well as the validity, construction and interpretation of this Agreement, are governed by California law relating to contracts made in the State of California.

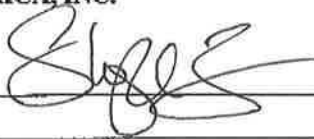
11. This Agreement is the entire agreement between the Parties with respect to its subject matter. It supersedes all prior or contemporaneous oral or written agreements, representations, warranties or covenants of any kind. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate to be effective on the date first written above.

AUNCHALEE ASSAWAKULPAIBOOL
D/B/A AMERICA'S GOT FASHION

By: AUNCHALEE ASSAWAKULPAIBOOL
Title: OWNER

FREMANTLEMEDIA NORTH
AMERICA, INC.

By: 
Title: _____

Suzanne S. Lopez
Executive Vice President
Business & Legal Affairs